

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

June 8, 2007

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B7200268
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE: Chris C. Carson (517) 321-8035
Airgas Great Lakes 2140 Mint Rd. Lansing, MI 48906 Email: Chris.Carson@airgas.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Laura Gyorkos (517) 373-1455 Compressed Gases, Statewide		
CONTRACT PERIOD: From: May 1, 2007 To: May 1, 2010		
TERMS	SHIPMENT	
Net 30 Days	3 Days A.R.O.	
F.O.B.	SHIPPED FROM	
Delivered	Various	
MINIMUM DELIVERY REQUIREMENTS 1 Cylinder		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Please be advised that NIGP codes have been changed on several items to more accurately reflect the product to which they are assigned. If there is any conflict between the product description resulting from the assigned NIGP code and the contractor, product descriptions contained in the item list, the contract product description shall take precedence.

NIGP codes have been changed on items: 7, 8, 11, 12, 13, 25, 32, 33, 37, 44, 45, 47, 48, 49, 51, 52, 53, 60, 62, 66, 70, 71, 72, 73, and 74

Item 79 has been added to allow agencies to pay cylinder rental cost as a separate line item.

All items have been entered into MAIN to assist agencies in issuance of orders.

All prices, terms, conditions and specifications remain unchanged.

AUTHORITY/REASON:

Per DMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$445,303.90



ITEM LIST

Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>ACETYLENE</u>		
1	430-92-10-0110	CF	AC MC	10 CF/CY	ACETYLENE SIZE MC	<u>\$3.60</u>	<u>\$0.6602</u>
2	430-92-10-0410	CF	AC B	40 CF/CY	ACETYLENE SIZE B #2 40CF	<u>\$3.60</u>	<u>\$0.2395</u>
3	430-92-10-0715	CF	AC 3	60 CF/CY	ACETYLENE SIZE 3 (CL UOM)	<u>\$3.60</u>	<u>\$0.1798</u>
4	430-92-10-0715	CF	AC 3N300	60 CF/CY	ACETYLENE SIZE 3 (CL UOM)	<u>\$3.60</u>	<u>\$0.1798</u>
5	430-92-10-1350	CF	AC 4	103-162 CF/CY	ACETYLENE SIZE 4 CGA 510	<u>\$3.60</u>	<u>\$0.1350</u>
6	430-92-10-1350	CF	AC 4N300	130 CF/CY	ACETYLENE SIZE 4 CGA 300	<u>\$3.60</u>	<u>\$0.1350</u>
7	430-92-10-2150	CF	AC 4.5N300	230 CF/CY	ACETYLENE SIZE 4.5 CGA 300	<u>\$3.60</u>	<u>\$0.1228</u>
8	430-92-10-2150	CF	AC 5N300	300 CF/CY	ACETYLENE SIZE 5 CGA 300	<u>\$3.60</u>	<u>\$0.1249</u>
					<u>ACETYLENE (99.6% PURITY)</u>		
9	430-92-10-3324	CF	AC AA380CL	380 CF/CY	ACETYLENE AA GR2.6 SIZE 380	<u>\$3.60</u>	<u>\$0.1868</u>

Contract No. 071B7200268

Compressed Gases, Statewide





Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>AIR, COMPRESSED</u>		
10	430-92-31-0050	CF	AI B200	200 CF/CY	BREATHING AIR GR D SIZE 200	<u>\$3.60</u>	<u>\$0.0403</u>
						-	
11	430-92-31-0600	CF	AI B300	300 CF/CY	BREATHING AIR GR D SIZE 300	<u>\$3.60</u>	<u>\$0.0364</u>
						-	
12	430-92-31-0603	CF	AI 200	200 CF/CY	AIR COMPRESSED SIZE 200 CGA 590	<u>\$3.60</u>	<u>\$0.0336</u>
						-	
					<u>AIR, COMPRESSED HIGH PURITY</u>		
						-	
13	430-42-05-3009	CF	AI CZ300	300 CF/CY	AIR CEM-CAL ZERO GR SIZE 300	<u>\$3.60</u>	<u>\$0.3180</u>
						-	
14	430-42-05-3025	CF	AI D300	300 CF/CY	AIR DRY SIZE 300	<u>\$3.60</u>	<u>\$0.1198</u>
						-	
15	430-42-05-3009	CF	AI UZ300	300 CF/CY	AIR ULTRA ZERO SIZE 300	<u>\$3.60</u>	<u>\$0.2118</u>
						-	
					<u>ARGON</u>		
						-	
16	430-92-14-0755	CF	AR 60	60 CF/CY	ARGON INDUSTRIAL SIZE 60 CGA 580	<u>\$3.60</u>	<u>\$0.2227</u>
						-	
17	430-92-14-0805	CF	AR 80	80 CF/CY	ARGON INDUSTRIAL SIZE 80 CGA 580	<u>\$3.60</u>	<u>\$0.1594</u>
						-	



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
18	430-92-14-1258	CF	AR 125	125 CF/CY	ARGON INDUSTRIAL SIZE 125	<u>\$3.60</u>	<u>\$0.1044</u>
						-	
19	430-92-14-3153	CF	AR 300	300 CF/CY	ARGON INDUSTRIAL SIZE 300	<u>\$3.60</u>	<u>\$0.0583</u>
					ARGON, LIQUID		
20	430-92-14-4161	LTR	AR 160LT230	4300 CF/CY	LIQUID ARGON 160 LTRS 230 PSI (4,300 cf/cy = 700 lbs.)	<u>\$42.90</u>	<u>\$0.0444</u>
					ARGON, MIXED		
21	430-92-15-1681	CF	AR CD25125	125 CF/CY	ARGON 75 CD 25 SIZE 125 CGA 580	<u>\$3.60</u>	<u>\$0.0873</u>
						-	
22	430-92-15-3183	CF	AR CD25300	390 CF/CY	ARGON 75 CD 25 SIZE 300 CGA 580	<u>\$3.60</u>	<u>\$0.0605</u>
						-	
23	430-92-15-1422	CF	AR CD2560	60 CF/CY	ARGON 75 CD 25 SIZE 60 CGA 580	<u>\$3.60</u>	<u>\$0.2266</u>
						-	
24	430-92-15-1422	CF	AR CD2580	80 CF/CY	ARGON 75 CD 25 SIZE 80 CGA 580	<u>\$3.60</u>	<u>\$0.1734</u>
						-	
25	430-92-15-3238	CF	AR OX5300	300 CF/CY	ARGON 95 OX 5 SIZE 300 CGA 580	<u>\$3.60</u>	<u>\$0.0661</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>ARGON (PP), GRADE 4.8</u>		
26	430-92-14-3157	CF	AR PP300	300 CF/CY	ARGON PP GR 4.8 SIZE 300 CGA 580	<u>\$3.60</u>	<u>\$0.1426</u>
						-	
					<u>ARGON, GRADE 5, Ultra High Purity</u>	-	
27	430-92-14-1993	CF	AR UHP300	300 CF/CY	ARGON UHP GR 5.0 SIZE 300	<u>\$3.60</u>	<u>\$0.2025</u>
						-	
					<u>CARBON, DIOXIDE</u>	-	
28	430-92-29-0501	CF	CD 5	5 CF/CY	CARBON DIOXIDE 5LBS CGA 320	<u>\$3.60</u>	<u>\$1.3394</u>
						-	
29	430-92-29-0956	CF	CD 20	20 CF/CY	CARBON DIOXIDE 20LBS CGA 320	<u>\$3.60</u>	<u>\$0.4050</u>
						-	
30	430-92-29-2804	CF	CD 50	50 CF/CY	CARBON DIOXIDE 50LBS CGA 320	<u>\$3.60</u>	<u>\$0.1890</u>
						-	
31	430-92-29-2507	CF	CD USPE	50 CF/CY	CARBON DIOXIDE USP 50LBS CGA 320	<u>\$3.60</u>	<u>\$1.2733</u>
					<u>HELIUM MIXED</u>		
32	430-92-37-1053	CF	GG HBTR1125	125 CF/CY	GG HBTRIMIX SIZE 125	<u>\$3.60</u>	<u>\$0.1690</u>
						-	



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
33	430-92-37-1954	CF	GG HBTR1300C	300 CF/CY	GG HBTRIMIX SIZE 300	<u>\$3.60</u>	<u>\$0.1479</u>
					<u>HELIUM</u>		
34	430-92-37-2583	CF	HE 200+	200 CF/CY	HELIUM INDUSTRIAL SIZE 200	<u>\$3.60</u>	<u>\$0.1588</u>
35	430-92-37-2583	CF	HE 300+	300 CF/CY	HELIUM INDUSTRIAL SIZE 300	<u>\$3.60</u>	<u>\$0.1549</u>
					<u>HELIUM, (UHP) GRADE 5</u>		
36	430-92-37-1160	CF	HE UHP200	200 CF/CY	HELIUM UHP GR 5.0 SIZE 200	<u>\$3.60</u>	<u>\$0.2732</u>
37	430-92-37-2595	CF	HE UHP300	300 CF/CY	HELIUM UHP GR 5.0 SIZE 300	<u>\$3.60</u>	<u>\$0.2592</u>
					<u>HYDROGEN</u>		
38	430-92-39-1033	CF	HY 200	200 CF/CY	HYDROGEN INDUSTRIAL SIZE 200	<u>\$3.60</u>	<u>\$0.0405</u>
					<u>HYDROGEN, (UHP) GRADE 5</u>		
39	430-92-39-1284	CF	HY UHP300	300 CF/CY	HYDROGEN UHP GR 5 SIZE 300	<u>\$3.60</u>	<u>\$0.1485</u>
					<u>METHYL ACETYLENE PROPONE STABILIZER</u>		
					<u>MAPP</u>		
40	430-92-47-4063	CY	MA 100	113 CF/CY	MAPP GAS 113 LBS CGA510	<u>\$3.60</u>	<u>\$1.1155</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>NITROGEN</u>	-	
41	430-92-49-0259	CF	NI 20	20 CF/CY	NITROGEN INDUSTRIAL SIZE 20	<u>\$3.60</u>	<u>\$0.3016</u>
						-	
42	430-92-49-0309	CF	NI 40	40 CF/CY	NITROGEN INDUSTRIAL SIZE 40	<u>\$3.60</u>	<u>\$0.1804</u>
						-	
43	430-92-49-0358	CF	NI 60	60 CF/CY	NITROGEN INDUSTRIAL SIZE 60	<u>\$3.60</u>	<u>\$0.1367</u>
						-	
44	430-92-51-1252	CF	NI 125	125 CF/CY	NITROGEN INDUSTRIAL SIZE 125	<u>\$3.60</u>	<u>\$0.0405</u>
						-	
45	430-92-51-2003	CF	NI 200	200 CF/CY	NITROGEN INDUSTRIAL SIZE 200	<u>\$3.60</u>	<u>\$0.0243</u>
						-	
46	430-92-51-2025	CF	NI 300	300 CF/CY	NITROGEN INDUSTRIAL SIZE 300, w/CGA555 Valve	<u>\$3.60</u>	<u>\$0.0256</u>
						-	
					<u>NITROGEN, LIQUID</u>		
47	430-92-50	CF	NI 160LT22	160 CF/CY	LIQUID NITROGEN 160LTRS 22PSI	<u>\$42.90</u>	<u>\$0.0162</u>
						-	
48	430-92-50	CF	NI 160LT230	160 CF/CY	LIQUID NITROGEN 160LTRS 230PSI	<u>\$42.90</u>	<u>\$0.0149</u>
						-	
49	430-92-50	CF	NI 180LT230	180 CF/CY	LIQUID NITROGEN 180LTRS 230PSI	<u>\$42.90</u>	<u>\$0.0128</u>





Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>NITROGEN, BULK</u>		
50	430-92-50-0107	LTR	NI BLKLTC	<u>LTR/CY</u>	NITROGEN BULK (L UOM)	NA	<u>\$0.7100</u>
					NITROGEN, (HP) GRADE 4.8		
51	430-92-51-2025	CF	NI HP300	300 CF/CY	NITROGEN HP GR 4.8 SIZE 300	<u>\$3.60</u>	<u>\$0.1900</u>
						-	
					NITROGEN, (UHP) GRADE 5	-	
52	430-92-51-2031	CF	NI UHP300	300 CF/CY	NITROGEN HP GR 5 SIZE 300	<u>\$3.60</u>	<u>\$0.1123</u>
						-	
					NITROGEN, ZERO GRADE 4.8	-	
53	430-92-51-5006	CF	NI Z300	300 CF/CY	NITROGEN ZERO GR 4.8 SIZE 300	<u>\$3.60</u>	<u>\$0.1215</u>
						-	
					<u>NITROUS OXIDE, MEDICAL</u> <u>(99.9% PURITY)</u>	-	
54	430-48-50-1565	LB	NS USP56	56 LB/CY	NITROUS OXIDE USP SIZE 56lbs.	<u>\$3.60</u>	<u>\$1.3033</u>
						-	
					<u>OXYGEN, INDUSTRIAL (99% PURITY)</u>	-	
55	430-92-54-0052	CF	OX 20	20 CF/CY	OXYGEN INDUSTRIAL SIZE 20	<u>\$3.60</u>	<u>\$0.2578</u>
						-	

Contract No. 071B7200268

Compressed Gases, Statewide



56	430-92-54-0301	CF	OX 40	40 CF/CY	OXYGEN INDUSTRIAL SIZE 40	<u>\$3.60</u>	<u>\$0.1474</u>
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Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
57	430-92-54-0054	CF	OX 60	60 CF/CY	OXYGEN INDUSTRIAL SIZE 60	<u>\$3.60</u>	<u>\$0.0998</u>
						-	
58	430-92-54-0096	CF	OX 80	80 CF/CY	OXYGEN INDUSTRIAL SIZE 80	<u>\$3.60</u>	<u>\$0.0598</u>
						-	
59	430-92-54-1606	CF	OX 125	125 CF/CY	OXYGEN INDUSTRIAL SIZE 125	<u>\$3.60</u>	<u>\$0.0391</u>
						-	
60	430-92-54-2505	CF	OX 200	200 CF/CY	OXYGEN INDUSTRIAL SIZE 200	<u>\$3.60</u>	<u>\$0.0219</u>
						-	
61	430-92-54-4006	CF	OX 300	300 CF/CY	OXYGEN INDUSTRIAL SIZE 300	<u>\$3.60</u>	<u>\$0.0196</u>
						-	
					<u>OXYGEN, LIQUID</u>		
62	430-48-61	CF	OX 160LT230	160 CF/CY	LIQUID OXYGEN 160LTRS	<u>\$42.90</u>	<u>\$0.0175</u>
						-	
					<u>OXYGEN, INDUSTRIAL</u>		
63	430-92-54-0052	CF	OX 20C	20 CF/CY	OXYGEN INDUSTRIAL SIZE 20	<u>\$3.60</u>	<u>\$0.2579</u>
						-	
64	430-92-54-0054	CF	OX 60C	60 CF/CY	OXYGEN INDUSTRIAL SIZE 60	<u>\$3.60</u>	<u>\$0.0998</u>
						-	
65	430-92-54-4006	CF	OX R300	300 CF/CY	OXYGEN RESEARCH GRADE 5 SIZE 300	<u>\$3.60</u>	<u>\$0.8497</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>OXYGEN,UHP</u>	-	
66	430-42-57	CF	OX UHP200	200 CF/CY	OXYGEN UHP GR 4.4 SIZE 200	<u>\$3.60</u>	<u>\$0.3417</u>
						-	
67	430-42-57-1000	CF	OX UHP300	300 CF/CY	OXYGEN UHP GR 4.4 SIZE 300	<u>\$3.60</u>	<u>\$0.2527</u>
						-	
					<u>OXYGEN, MEDICAL (99.2% PURITY)</u>	-	
68	430-48-60-1009	CF	OX USP125	125 CF/CY	OXYGEN MEDICAL USP SIZE 125	<u>\$3.60</u>	<u>\$0.0452</u>
						-	
69	430-48-60-1108	CF	OX USP200	200 CF/CY	OXYGEN MEDICAL USP SIZE 200	<u>\$3.60</u>	<u>\$0.0243</u>
						-	
70	430-48-56-0022	CF	OX USPD	20 CF/CY	OXYGEN MEDICAL USP SIZE D CGA 870	<u>\$3.60</u>	<u>\$0.2700</u>
						-	
71	430-48-56-0012	CF	OX USPDA	15 CF/CY	OXYGEN MEDICAL USP SIZE DA CGA 870	<u>\$3.60</u>	<u>\$0.2700</u>
						-	
72	430-48-56-0023	CF	OX USPE	20 CF/CY	OXYGEN MEDICAL USP SIZE E CGA 870	<u>\$3.60</u>	<u>\$0.1423</u>
						-	
73	430-48-56-0025	CF	OX USPEA	25 CF/CY	OXYGEN MEDICAL USP SIZE EA CGA 870	<u>\$3.60</u>	<u>\$0.1423</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>PROPANE</u>	-	
74	430-27-30-1456	LB	PR 20	20 LB/CY	PROPANE 20LBS CGA 510	<u>\$3.60</u>	<u>\$0.5931</u>
						-	
75	405-03-50-5805	LB	PR 33	33 LB/CY	PROPANE 33LBS	<u>\$3.60</u>	<u>\$0.5139</u>
						-	
76	405-03-50-5805	LB	PR 33A	33 LB/CY	PROPANE 33LBS ALUMINUM	<u>\$3.60</u>	<u>\$0.5139</u>
						-	
77	405-03-50-1435	LB	PR 100	100 LB/CY	PROPANE 100LBS CGA 510	<u>\$3.60</u>	<u>\$0.4508</u>
						-	
					<u>METHANE IN ARGON</u>	-	
78	430-92-45-3180	CF	X02 AR90D3000979	300 CF/CY	E1 10% METHANE	<u>\$3.60</u>	<u>\$0.1594</u>
						-	
79	981-41	MO			CYLINDER RENTAL	<u>\$3.60</u>	

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

May 8, 2007

NOTICE
OF
CONTRACT NO. 071B7200268
between
THE STATE OF MICHIGAN
and

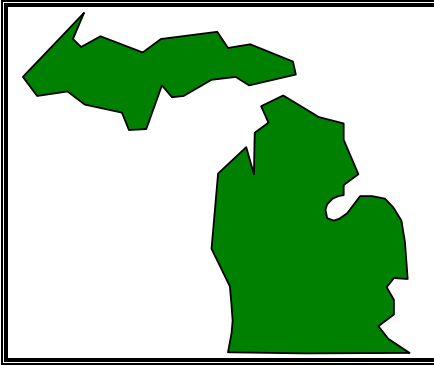
NAME & ADDRESS OF VENDOR		TELEPHONE: Chris C. Carson (517) 321-8035
Airgas Great Lakes 2140 Mint Rd. Lansing, MI 48906 Email: Chris.Carson@airgas.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Laura Gyorkos (517) 373-1455 Compressed Gases, Statewide		
CONTRACT PERIOD: From: May 1, 2007 To: May 1, 2010		
TERMS Net 30 Days	SHIPMENT 3 Days A.R.O.	
F.O.B. Delivered	SHIPPED FROM Various	
MINIMUM DELIVERY REQUIREMENTS 1 Cylinder		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of **ITB #071I7200145** this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$445,303.90

Date _____



STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B7200268
Compressed Gases, Statewide

Buyer Name: Jeffrey A. White
Telephone Number: (517) 373-0305
E-Mail Address: whitej1@michigan.gov



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Article 1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This is a Contract Agreement. This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

The purpose of this Contract is to supply Compressed Gases of various categories for statewide availability to all State Agencies and MiDEAL Members (authorized local units of government). Article 1 is designed to provide information on requirements associated with this contract.

1.003 PROJECT CONTROL

Project Control

- a. **The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Purchasing Operations.**
- b. **Although there will be continuous liaison with the Contractor team, the client agency's project director will meet annually as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.**
- c. **The Contractor will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.**
- d. **Within thirty (30) working days of the award of the Contract, the Contractor will submit to the Department of Management and Budget, Purchasing Operations for final approval a work plan, which must include the following:**

The Contractor's project organizational structure.

- (1) **The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.**
- (2) **The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.**
- (3) **The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.**



1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this contract, by signing and returning two complete copies of the contract to DMB, Purchasing Operations. Contractor shall not proceed with performance of the work to be done under any potential or implied agreement, including the purchase of necessary materials, until both parties have signed an official agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the contract, the manufactures advertised specifications and/or copies of specifications attached.

1.102 RESEARCH AND DEVELOPMENT

Airgas's research and development engages in development of new products including welding gases to provide added value through unique design, and to add new assets and equipment to their infrastructure.

1.103 QUALITY ASSURANCE PROGRAM

Airgas has a Total Quality Management philosophy, striving for continuous improvement in all procedures and practices, and they comply with ISO 9000. Airgas executes quality audits relative to products, process, equipment, business systems, records, handling & storage, and training.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

In the unlikely event that products are off-spec (defective), Airgas will replace that product on the next delivery, at no additional cost to the State. Warranty issues should be reported the nearest Airgas Branch location. An Airgas branch directory is available online at www.airgas.com , or you may call Chris Carson @ (517) 321-8035 for assistance.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Airgas has 35 branches throughout the State that may take orders, provide service and delivery to locations within their operating area.

The central contact person for support services is located in Lansing, Michigan, and he is Chris Carson @ (517) 321-8035.

Orders may be placed electronically, by phone, facsimile, in writing, or via internet. Airgas offers electronic commerce in three areas; "Transaction Processing" which includes options at every major point in the life-cycle of gas order, from requisition through payment, and "Control" and "Feedback" through internet technology with online tailored reporting.

Airgas also uses customer survey's to access current performance levels and identify areas that require improvement through key performance indicators.

All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.



At the request of Purchasing Operations, the Contractor shall have the ability to prevent items not listed in the contract from being purchased.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

The purchase order number must be on the packing slip, shipping labels, invoice and statements for all deliveries.

1.202 TRAINING

Bidders shall discuss their training capabilities and the training to be included in the Contract. The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

1.203 REPORTING

Airgas shall produce various reports, as requested, in hard copy and electronic formats, including Excel, Word, or Rich Text. At a minimum, the Contractor shall electronically submit the following reports to Purchasing Operations and/or each State agency:

- a. Fill rate information for Contract and non-Contract items, statewide and by agency, which shall include the number of orders received, orders processed, back orders, partially filled orders, reorders, and total dollar amount spend. This report shall be submitted monthly by the 15th day of the month following the reporting period.
- b. Usage reports by agency for the State and authorized local units of government, statewide, indicating the number and price of each item sold. This report will be submitted monthly by the 15th day of the month following the reporting period.
- c. A list of items that should be placed on Contract and a list of items which should be removed from the Contract and the anticipated cost savings associated with these actions.
- d. Viable methods by which the State can save at least 3% of its total compressed gas expenses during the next year. This report should be submitted annually 60 days prior to the Contract anniversary date.
- e. Custom reports that the Contract Compliance Inspector may request at any time on an as needed basis.

1.204 SPECIAL PROGRAMS

Airgas offers the following "Cylinder Return Policy":

Medical Gases

Under FDA guidelines, Airgas must empty any cylinder and purge said cylinder before entering the fill process again. This precludes our crediting the purchase of that cylinder to our customer. Airgas will be actively involved in the order process with the end user, and will be able to reduce the number of occasions when this clause may be invoked.

Industrial/Specialty Gases

The need for consumed industrial and specialty gas cylinders to be returned can be communicated several ways to an Airgas representative; cylinder pick-up request can be submitted via telephone, fax, internet, or in person. Empty cylinders can be



marked "MT" and visibly placed at the agency point of delivery. Airgas drivers are trained to take away the marked cylinders. Airgas agrees to issue full credit for those industrial and specialty re-sellable gas cylinders that are returned and not used. Customer "Made to Order" specialty gas mixtures, cannot be credited because they are not re-sellable.

Liquid Cylinder

Empty Dewars and Liquid Cylinders are handled for return exactly the same as Industrial and Specialty gas cylinders. Liquid cylinders and bulk product cannot be credited because they are not re-sellable.

1.205 SECURITY

The Contract may require frequent deliveries to State of Michigan facilities. Airgas route drives always wear uniform shirts, with Airgas logos and personal name tags. Airgas conducts security background and drug test for all staff, with services performed by Verifications Inc. and Concentra.

If requested, the contractor shall provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, the contractor shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to the contractor's delivery personnel or accept the ID badge issued to delivery personnel by the contractor.

The State may decide to also perform a security background check. If so, the contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.206 CATALOG

Airgas catalogs are available, upon request, or they may be accessed electronically at www.airgas.com.

- a) The Contractor shall provide, at no charge, the on-Contract catalog in hard copy to all State agencies without limitation as to quantity. (After award of contract, and ONLY upon request)
- b) The on-Contract catalog shall include all Contract items including product description, product number, units of measure, price, ordering instructions, return instructions, customer service telephone and fax numbers, and customer service hours of operation.
- c) All changes including supplements, deletions and price revisions must be approved by Purchasing Operations.
- d) Catalogs incorporating all changes will be issued once every twelve months.
- e) Updates/supplements to the catalog will be issued monthly when changes have been approved by Purchasing Operations.
- f) The Contractor will maintain a list of active State and MiDEAL customers to whom the Contractor will send all catalogs and supplements.
- g) The selling of the mailing lists containing the names of State customers is absolutely prohibited. Mailing of promotional materials may only be permitted with the prior approval of the Contract Administrator.



1.3 Delivery Capabilities
1.301 TIME FRAMES

All orders shall be delivered within 72 hours after receipt of order, unless other delivery schedules have been established between the contractor and the requesting agency.

Normal delivery hours shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding Holidays.

The contractor must contact the requesting agency 48 hours prior to delivery.

Delivery locations do not have any access limitations or restrictions.

Emergency Deliveries will be handled on a case by case basis, based on frequency emergencies, severity of emergency, and nature of availability of the required gas.

1.302 MINIMUM ORDER

The minimum order shall be one (1) cylinder.

1.303 PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

1.304 PALLETIZING

Shipments shall be palletized, if the order size is of sufficient quantity and is requested by the customer, and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.305 DELIVERY TERM

Prices are "F.O.B. Delivered", with transportation charges prepaid on all orders to the State and/or Authorized Local Units of Government (customer).

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price
1.401 PROPOSAL PRICING

STATE ADMINISTRATIVE FEE

The Contractor must collect an Administrative Fee on the sales transacted under the contracts resulting from this ITB for Authorized Local Units of Government purchases only. The 2% Administrative Fee shall be based upon the contract unit cost, without consideration of additions for optional equipment. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Contractor must include the Administrative Fee in their bid prices for "F.O.B. Dealership" items.



The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

An itemized quarterly reports, each line shall state the BPO (Contract Number), name of the local unit of government which made a purchase, the item number purchased, the unit cost of the item purchased, the quantity purchased, the sales amount subject to the administrative fee, and the amount of the 2% administrative fee due the State of Michigan.

Contractor must forward the check to the following address:

Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: State of Michigan

1.402 QUICK PAYMENT TERMS - Reserved

1.403 PRICE TERM

Prices are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

(X) Requirements – Vendor agrees to supply all that the State or authorized local unit of governments require

1.6 Manufacturer's Rebate (Incentives)

In any circumstance during or prior to completion of the contract, whereupon the State of Michigan and/or Authorized Local Units of Government (customer) become eligible to receive a rebate for any products purchased under the contract, it shall be



the prime contractors responsibility to inform the State of Michigan and Authorized Local Units of Government, in writing, of its qualification for such rebate and to advise the procedures of obtaining such rebates.

1.7 Optional Services and Accessories

Acquisitions for State of Michigan and/or Authorized Local Units of Government (customer) may require associated optional services and accessories. Dealerships/Distributors/Sales Outlets shall provide the optional services and accessories at prices that do not exceed their usual and customary charges. The State reserves the right to request supportive documentation, and/or to review Dealerships/Distributors/Sales Outlets and manufacturer's records to validate compliance.

1.8 Distribution & Service

The State of Michigan's agencies and/or Authorized Local Units of Government (customer) may order direct from the contract. (Attachment) Therefore, the contractor must be capable of providing product and service on a statewide basis in compliance with all contract terms. The contractor submitted a current list of all authorized Dealerships/Distributors/Sales Outlets in the State of Michigan that may provide product.

1.9 Product Recall

It shall be the contractor's responsibility to notify the State and/or authorized local unit of government (customer) of their qualifications for rebates or recalls, and to advise the procedures to secure products under these programs.

1.10 Cylinders

All cylinders shall remain the property of the contractor. Empty cylinders shall be picked-up at the contractor's expense, when delivery of full cylinders is made, or within 72 hours after receipt of independent notification by the agency.

The cost of all cylinders, reels, drums, pallets and containers shall be included in the contract price.

The contractor may specify the care and maintenance of cylinders while they are in the custody and control of the State of Michigan. The contractor shall otherwise maintain all cylinders in good condition according to commonly accepted and/or agreed procedures and practices, with reasonable wear and tear accepted. The contractor shall maintain and be accountable for cylinder inventory control system. The State shall not be responsible for loss or damage to any cylinders from any cause or occasion which is absent of negligence by the State, its officers or employees.

The State shall not assume responsibility, cost damages or expense arising out of death or injury to any person or damage to property caused or occasioned by the contractors ownership and/or maintenance of all cylinders. The contractor shall assume responsibility as permitted by the laws of the State of Michigan for any liability, cost, damages or expense arising out of death or injury to any person or damage to property caused or occasioned by the States use, maintenance or control of all cylinders except that the contractor shall not be responsible for the negligent acts or omissions of the state.



The State shall not assume responsibility for any property or liability insurance desired by the contractor in connection with all cylinders, however, the contractor may include relevant insurance expenses along with other factors considered in the bid prices.

Cylinders being used by the State of Michigan and/or local units of government, do not exempt the contractor from taxes of any kind applicable to the property.

The contractor shall insure the State against loss or damage from at least the perils specified hereafter, the contractor were to have included the cost of such insurance in their proposal. The seller shall insure the property against loss or damage from:

- Fire, lightning, windstorm, explosion, riot, riot attending a strike, civil commotion, falling aircraft, hail & vehicles not owned or used by the insured.
 - Vandalism and malicious mischief.
 - Theft.
 - Collision.
- All physical loss, except for causes or circumstances commonly excluded by authorized insurers.

1.11 Cylinder Inventory Controls

The contractor must have an automated system/network capable of maintaining an accurate account of cylinders delivered to the State, and/or MiDEAL members. The system/network must capture, as a minimum, the location and type of cylinder, the cylinder numbers allocated to a given location. The successful contractor must be capable of providing reports of cylinder inventory upon request from DMB, Purchasing Operations, State Agencies or MiDEAL members as standard customer service.



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This contract is for Compressed Gases of various categories with statewide availability to all State Agencies and MiDEAL Members (authorized local units of government). Exact quantities to be purchased are unknown; however, as the successful contractor you will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and neither the State or Authorized local units of government will be obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the contractor(s) by various State Agencies on the Purchase Order Contract Release Form. Units of local government may also issue orders.

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher learning, or community or junior colleges. **As a result of the enactment of this legislation, the MiDEAL Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Purchasing Operations, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.**

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized MiDEAL Purchasing member on a direct and individual basis in accordance with Contract terms will remit payment.

IT IS MANDATORY THAT ALL CONTRACTS RESULTING FROM THIS INVITATION TO BID WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/doingbusiness under MiDeal.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by State of Michigan, Department of Management and Budget, Purchasing Operations, hereinafter known as Purchasing Operations. Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State.

Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Purchasing Operations is the only office authorized to negotiate, change, modify, amend, alter, and clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Purchasing Operations and the listed contract administrator



All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Purchasing Operations
Attn: Laura Gyorkos
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-1455
gyorkosl@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be May 1, 2007 through May 1, 2010.

The State reserves the right to exercise two (2) one-year options, at the sole option of the State with agreement with the contractor. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Purchasing Operations to exercise an option year.

Written notice will be provided to the Contractor within 60 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
MI OSHA MCL §§ 408.1001 – 408.1094
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.



MI Consumer Protection Act MCL §§ 445.901 – 445.922
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
Department of Civil Service Rules and regulations
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
MCL §§ 423.321, et seq.
MCL § 18.1264 (law regarding debarment)
Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
Rules and regulations of the Environmental Protection Agency
Internal Revenue Code
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
The Civil Rights Act of 1964, USCS Chapter 42
Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment. (See Order Authorization, section 1.10)

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

- 1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Purchasing Operations within 30 days.**
- 2. The Contractor shall also notify the Purchasing Operations within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.**

The Contractor shall:

- 1. Maintain current, accurate, and complete inventory records of assets and their costs;**
- 2. Provide Purchasing Operations or designated representative ready access to the records upon request;**
- 3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and**
- 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.**



2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) - Reserved

2.106 PREVAILING WAGE - Reserved

2.107 PAYROLL AND BASIC RECORDS - Reserved

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract, shall be mutually agree upon by the State and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.203 POSSIBLE PROGRESS PAYMENTS - Reserved

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS - Reserved



2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendor is **REQUIRED** register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - Reserved

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Purchasing Operations.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Purchasing Operations has given written consent to the delegation.

The contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of



substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought



against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following



receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.



The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is **PRIMARY** and **NON-CONTRIBUTING** to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies **WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED** without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked below:



1. **Commercial General Liability with the following minimum coverage:**

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as **ADDITIONAL INSURED**s on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



- ☒ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as **ADDITIONAL INSURED**s on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ☒ 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☒ 4. Employers liability insurance with the following minimum limits:

\$100,000	each accident
\$100,000	each employee by disease
\$500,000	aggregate disease

- ☐ 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
- ☐ 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- ☐ 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- ☐ 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and



control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.307 CONTRACT DISTRIBUTION

Purchasing Operations shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.



2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES - Reserved

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 90 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Purchasing Operations of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Purchasing Operations.



The Contract Compliance Inspectors for this project are:

Jeffrey A. White
Department of Management and Budget
Purchasing Operations
P.O. Box 30026
Lansing, MI 48909
(517) 373-0305 or whitej1@michigan.gov

2.402 PERFORMANCE REVIEWS

Purchasing Operations in conjunction with the Contract Administrator and/or the Contract Compliance Inspectors may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Purchasing Operations, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Purchasing Operations, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

- (a) **Inspection of Work Performed.** The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.
- (b) **Examination of Records.** No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual



performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

- (c) **Retention of Records.** Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.
- (d) **Audit Resolution.** If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
 - 1. **Errors.** If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
 - 2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change.

**2.502 QUALITY ASSURANCE**

The State reserves the right to periodically test products, which have been received to verify compliance with manufacturer's product specifications. If analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. Reasonable costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;



4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
14. All financial statements, reports, and other information furnished by Contractor to the State in connection with the Contract, fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.



2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 RESERVED

2.508 EQUIPMENT WARRANTY - Reserved

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and



cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. **Material Breach by the Contractor.** In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.



In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. **Cancellation For Convenience By the State.** The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. **Non-Appropriation.** In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. **Criminal Conviction.** In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. **Approvals Rescinded.** The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.



2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES - Reserved

2.704 STOP WORK - Reserved

2.705 SUSPENSION OF WORK - Reserved

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Purchasing Operations reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. **The item(s) may be included on the Contract, only if prior written approval has been granted by Purchasing Operations.**



2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Purchasing Operations. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



ITEM LIST

Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>ACETYLENE</u>		
1	430-92-10-0110	CF	AC MC	10 CF/CY	ACETYLENE SIZE MC	<u>\$3.60</u>	<u>\$0.6602</u>
2	430-92-10-0410	CF	AC B	40 CF/CY	ACETYLENE SIZE B #2 40CF	<u>\$3.60</u>	<u>\$0.2395</u>
3	430-92-10-0715	CF	AC 3	60 CF/CY	ACETYLENE SIZE 3 (CL UOM)	<u>\$3.60</u>	<u>\$0.1798</u>
4	430-92-10-0715	CF	AC 3N300	60 CF/CY	ACETYLENE SIZE 3 (CL UOM)	<u>\$3.60</u>	<u>\$0.1798</u>
5	430-92-10-1350	CF	AC 4	103-162 CF/CY	ACETYLENE SIZE 4 CGA 510	<u>\$3.60</u>	<u>\$0.1350</u>
6	430-92-10-1350	CF	AC 4N300	130 CF/CY	ACETYLENE SIZE 4 CGA 300	<u>\$3.60</u>	<u>\$0.1350</u>
7	430-92-10-1350	CF	AC 4.5N300	230 CF/CY	ACETYLENE SIZE 4.5 CGA 300	<u>\$3.60</u>	<u>\$0.1228</u>
8	430-92-10-0715	CF	AC 5N300	300 CF/CY	ACETYLENE SIZE 5 CGA 300	<u>\$3.60</u>	<u>\$0.1249</u>
					<u>ACETYLENE (99.6% PURITY)</u>		
9	430-92-10-3324	CF	AC AA380CL	380 CF/CY	ACETYLENE AA GR2.6 SIZE 380	<u>\$3.60</u>	<u>\$0.1868</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>AIR, COMPRESSED</u>		
10	430-92-10-2227	CF	AI B200	200 CF/CY	BREATHING AIR GR D SIZE 200	<u>\$3.60</u>	<u>\$0.0403</u>
						-	
11	430-92-10-2227	CF	AI B300	300 CF/CY	BREATHING AIR GR D SIZE 300	<u>\$3.60</u>	<u>\$0.0364</u>
						-	
12	430-92-10-1872	CF	AI 200	200 CF/CY	AIR COMPRESSED SIZE 200 CGA 590	<u>\$3.60</u>	<u>\$0.0336</u>
						-	
					<u>AIR, COMPRESSED HIGH PURITY</u>		
13	430-92-31-0603	CF	AI CZ300	300 CF/CY	AIR CEM-CAL ZERO GR SIZE 300	<u>\$3.60</u>	<u>\$0.3180</u>
						-	
14	430-42-05-3025	CF	AI D300	300 CF/CY	AIR DRY SIZE 300	<u>\$3.60</u>	<u>\$0.1198</u>
						-	
15	430-42-05-3009	CF	AI UZ300	300 CF/CY	AIR ULTRA ZERO SIZE 300	<u>\$3.60</u>	<u>\$0.2118</u>
						-	
					<u>ARGON</u>		
16	430-92-14-0755	CF	AR 60	60 CF/CY	ARGON INDUSTRIAL SIZE 60 CGA 580	<u>\$3.60</u>	<u>\$0.2227</u>
						-	
17	430-92-14-0805	CF	AR 80	80 CF/CY	ARGON INDUSTRIAL SIZE 80 CGA 580	<u>\$3.60</u>	<u>\$0.1594</u>
						-	



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
18	430-92-14-1258	CF	AR 125	125 CF/CY	ARGON INDUSTRIAL SIZE 125	<u>\$3.60</u>	<u>\$0.1044</u>
						-	
19	430-92-14-3153	CF	AR 300	300 CF/CY	ARGON INDUSTRIAL SIZE 300	<u>\$3.60</u>	<u>\$0.0583</u>
					<u>ARGON, LIQUID</u>		
20	430-92-14-4161	LTR	AR 160LT230	4300 CF/CY	LIQUID ARGON 160 LTRS 230 PSI (4,300 cf/cy = 700 lbs.)	<u>\$42.90</u>	<u>\$0.0444</u>
					<u>ARGON, MIXED</u>		
21	430-92-15-1681	CF	AR CD25125	125 CF/CY	ARGON 75 CD 25 SIZE 125 CGA 580	<u>\$3.60</u>	<u>\$0.0873</u>
						-	
22	430-92-15-3183	CF	AR CD25300	390 CF/CY	ARGON 75 CD 25 SIZE 300 CGA 580	<u>\$3.60</u>	<u>\$0.0605</u>
						-	
23	430-92-15-1422	CF	AR CD2560	60 CF/CY	ARGON 75 CD 25 SIZE 60 CGA 580	<u>\$3.60</u>	<u>\$0.2266</u>
						-	
24	430-92-15-1422	CF	AR CD2580	80 CF/CY	ARGON 75 CD 25 SIZE 80 CGA 580	<u>\$3.60</u>	<u>\$0.1734</u>
						-	
25	430-92-15-1422	CF	AR OX5300	300 CF/CY	ARGON 95 OX 5 SIZE 300 CGA 580	<u>\$3.60</u>	<u>\$0.0661</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>ARGON (PP), GRADE 4.8</u>		
26	430-92-14-3157	CF	AR PP300	300 CF/CY	ARGON PP GR 4.8 SIZE 300 CGA 580	<u>\$3.60</u>	<u>\$0.1426</u>
						-	
					<u>ARGON, GRADE 5, Ultra High Purity</u>	-	
27	430-92-14-1993	CF	AR UHP300	300 CF/CY	ARGON UHP GR 5.0 SIZE 300	<u>\$3.60</u>	<u>\$0.2025</u>
						-	
					<u>CARBON, DIOXIDE</u>	-	
28	430-92-29-0501	CF	CD 5	5 CF/CY	CARBON DIOXIDE 5LBS CGA 320	<u>\$3.60</u>	<u>\$1.3394</u>
						-	
29	430-92-29-0956	CF	CD 20	20 CF/CY	CARBON DIOXIDE 20LBS CGA 320	<u>\$3.60</u>	<u>\$0.4050</u>
						-	
30	430-92-29-2804	CF	CD 50	50 CF/CY	CARBON DIOXIDE 50LBS CGA 320	<u>\$3.60</u>	<u>\$0.1890</u>
						-	
31	430-92-29-2507	CF	CD USPE	50 CF/CY	CARBON DIOXIDE USP 50LBS CGA 320	<u>\$3.60</u>	<u>\$1.2733</u>
					<u>HELIUM MIXED</u>		
32	430-92-15-1489	CF	GG HBTR1125	125 CF/CY	GG HBTRIMIX SIZE 125	<u>\$3.60</u>	<u>\$0.1690</u>
						-	



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
33	430-92-15-3170	CF	GG HBTR1300C	300 CF/CY	GG HBTRIMIX SIZE 300	\$3.60	\$0.1479
					HELIUM		
34	430-92-37-2583	CF	HE 200+	200 CF/CY	HELIUM INDUSTRIAL SIZE 200	\$3.60	\$0.1588
						-	
35	430-92-37-2583	CF	HE 300+	300 CF/CY	HELIUM INDUSTRIAL SIZE 300	\$3.60	\$0.1549
						-	
					HELIUM, (UHP) GRADE 5	-	
36	430-92-37-1160	CF	HE UHP200	200 CF/CY	HELIUM UHP GR 5.0 SIZE 200	\$3.60	\$0.2732
						-	
37	430-92-37-2595	CF	HE UHP300	300 CF/CY	HELIUM UHP GR 5.0 SIZE 300	\$3.60	\$0.2592
					HYDROGEN		
38	430-92-39-1033	CF	HY 200	200 CF/CY	HYDROGEN INDUSTRIAL SIZE 200	\$3.60	\$0.0405
						-	
					HYDROGEN, (UHP) GRADE 5	-	
39	430-92-39-1284	CF	HY UHP300	300 CF/CY	HYDROGEN UHP GR 5 SIZE 300	\$3.60	\$0.1485
						-	
					METHYL ACETYLENE PROPODINE STABILIZER	-	
					MAPP	-	
40	430-92-47-4063	CY	MA 100	113 CF/CY	MAPP GAS 113 LBS CGA510	\$3.60	\$1.1155



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>NITROGEN</u>		
41	430-92-49-0259	CF	NI 20	20 CF/CY	NITROGEN INDUSTRIAL SIZE 20	<u>\$3.60</u>	<u>\$0.3016</u>
42	430-92-49-0309	CF	NI 40	40 CF/CY	NITROGEN INDUSTRIAL SIZE 40	<u>\$3.60</u>	<u>\$0.1804</u>
43	430-92-49-0358	CF	NI 60	60 CF/CY	NITROGEN INDUSTRIAL SIZE 60	<u>\$3.60</u>	<u>\$0.1367</u>
44	430-92-49-1000	CF	NI 125	125 CF/CY	NITROGEN INDUSTRIAL SIZE 125	<u>\$3.60</u>	<u>\$0.0405</u>
45	430-92-49-3105	CF	NI 200	200 CF/CY	NITROGEN INDUSTRIAL SIZE 200	<u>\$3.60</u>	<u>\$0.0243</u>
46	430-92-51-2025	CF	NI 300	300 CF/CY	NITROGEN INDUSTRIAL SIZE 300, w/CGA555 Valve	<u>\$3.60</u>	<u>\$0.0256</u>
					<u>NITROGEN, LIQUID</u>		
47	430-92-52-4030	CF	NI 160LT22	160 CF/CY	LIQUID NITROGEN 160LTRS 22PSI	<u>\$42.90</u>	<u>\$0.0162</u>
48	430-92-52-3065	CF	NI 160LT230	160 CF/CY	LIQUID NITROGEN 160LTRS 230PSI	<u>\$42.90</u>	<u>\$0.0149</u>
49	430-92-52-3065	CF	NI 180LT230	180 CF/CY	LIQUID NITROGEN 180LTRS 230PSI	<u>\$42.90</u>	<u>\$0.0128</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>NITROGEN, BULK</u>		
50	430-92-50-0107	LTR	NI BLKLTC	<u>LTR/CY</u>	NITROGEN BULK (L UOM)	NA	<u>\$0.7100</u>
					NITROGEN, (HP) GRADE 4.8		
51	430-92-52-4030	CF	NI HP300	300 CF/CY	NITROGEN HP GR 4.8 SIZE 300	<u>\$3.60</u>	<u>\$0.1900</u>
						-	
					NITROGEN, (UHP) GRADE 5		
52	430-92-52-4030	CF	NI UHP300	300 CF/CY	NITROGEN HP GR 5 SIZE 300	<u>\$3.60</u>	<u>\$0.1123</u>
						-	
					NITROGEN, ZERO GRADE 4.8		
53	430-92-52-4030	CF	NI Z300	300 CF/CY	NITROGEN ZERO GR 4.8 SIZE 300	<u>\$3.60</u>	<u>\$0.1215</u>
						-	
					<u>NITROUS OXIDE, MEDICAL (99.9% PURITY)</u>		
54	430-48-50-1565	LB	NS USP56	56 LB/CY	NITROUS OXIDE USP SIZE 56lbs.	<u>\$3.60</u>	<u>\$1.3033</u>
						-	
					<u>OXYGEN, INDUSTRIAL (99% PURITY)</u>		
55	430-92-54-0052	CF	OX 20	20 CF/CY	OXYGEN INDUSTRIAL SIZE 20	<u>\$3.60</u>	<u>\$0.2578</u>
						-	
56	430-92-54-0301	CF	OX 40	40 CF/CY	OXYGEN INDUSTRIAL SIZE 40	<u>\$3.60</u>	<u>\$0.1474</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
57	430-92-54-0054	CF	OX 60	60 CF/CY	OXYGEN INDUSTRIAL SIZE 60	<u>\$3.60</u>	<u>\$0.0998</u>
						-	
58	430-92-54-0096	CF	OX 80	80 CF/CY	OXYGEN INDUSTRIAL SIZE 80	<u>\$3.60</u>	<u>\$0.0598</u>
						-	
59	430-92-54-1606	CF	OX 125	125 CF/CY	OXYGEN INDUSTRIAL SIZE 125	<u>\$3.60</u>	<u>\$0.0391</u>
						-	
60	430-92-54-2662	CF	OX 200	200 CF/CY	OXYGEN INDUSTRIAL SIZE 200	<u>\$3.60</u>	<u>\$0.0219</u>
						-	
61	430-92-54-4006	CF	OX 300	300 CF/CY	OXYGEN INDUSTRIAL SIZE 300	<u>\$3.60</u>	<u>\$0.0196</u>
						-	
					<u>OXYGEN, LIQUID</u>		
62	430-92-52-4030	CF	OX 160LT230	160 CF/CY	LIQUID OXYGEN 160LTRS	<u>\$42.90</u>	<u>\$0.0175</u>
						-	
					<u>OXYGEN, INDUSTRIAL</u>		
63	430-92-54-0052	CF	OX 20C	20 CF/CY	OXYGEN INDUSTRIAL SIZE 20	<u>\$3.60</u>	<u>\$0.2579</u>
						-	
64	430-92-54-0054	CF	OX 60C	60 CF/CY	OXYGEN INDUSTRIAL SIZE 60	<u>\$3.60</u>	<u>\$0.0998</u>
						-	
65	430-92-54-4006	CF	OX R300	300 CF/CY	OXYGEN RESEARCH GRADE 5 SIZE 300	<u>\$3.60</u>	<u>\$0.8497</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>OXYGEN,UHP</u>	-	
66	430-42-40-1700	CF	OX UHP200	200 CF/CY	OXYGEN UHP GR 4.4 SIZE 200	<u>\$3.60</u>	<u>\$0.3417</u>
						-	
67	430-42-57-1000	CF	OX UHP300	300 CF/CY	OXYGEN UHP GR 4.4 SIZE 300	<u>\$3.60</u>	<u>\$0.2527</u>
						-	
					<u>OXYGEN, MEDICAL (99.2% PURTITY)</u>	-	
68	430-48-60-1009	CF	OX USP125	125 CF/CY	OXYGEN MEDICAL USP SIZE 125	<u>\$3.60</u>	<u>\$0.0452</u>
						-	
69	430-48-60-1108	CF	OX USP200	200 CF/CY	OXYGEN MEDICAL USP SIZE 200	<u>\$3.60</u>	<u>\$0.0243</u>
						-	
70	430-48-60-0012	CF	OX USPD	20 CF/CY	OXYGEN MEDICAL USP SIZE D CGA 870	<u>\$3.60</u>	<u>\$0.2700</u>
						-	
71	430-48-60-0023	CF	OX USPDA	15 CF/CY	OXYGEN MEDICAL USP SIZE DA CGA 870	<u>\$3.60</u>	<u>\$0.2700</u>
						-	
72	430-48-60-0023	CF	OX USPE	20 CF/CY	OXYGEN MEDICAL USP SIZE E CGA 870	<u>\$3.60</u>	<u>\$0.1423</u>
						-	
73	430-48-60-0023	CF	OX USPEA	25 CF/CY	OXYGEN MEDICAL USP SIZE EA CGA 870	<u>\$3.60</u>	<u>\$0.1423</u>



Item	NIGP Code	Unit	Ref.: Airgas Product or Approved Alternate	Volume Per Cylinder	Product Description	Monthly Rental Per Cylinder	Price/Unit (CF or LB)
					<u>PROPANE</u>	-	
74	405-03-50-5803	LB	PR 20	20 LB/CY	PROPANE 20LBS CGA 510	<u>\$3.60</u>	<u>\$0.5931</u>
						-	
75	405-03-50-5805	LB	PR 33	33 LB/CY	PROPANE 33LBS	<u>\$3.60</u>	<u>\$0.5139</u>
						-	
76	405-03-50-5805	LB	PR 33A	33 LB/CY	PROPANE 33LBS ALUMINUM	<u>\$3.60</u>	<u>\$0.5139</u>
						-	
77	405-03-50-1435	LB	PR 100	100 LB/CY	PROPANE 100LBS CGA 510	<u>\$3.60</u>	<u>\$0.4508</u>
						-	
					<u>METHANE IN ARGON</u>	-	
78	430-92-45-3180	CF	X02 AR90D3000979	300 CF/CY	E1 10% METHANE	<u>\$3.60</u>	<u>\$0.1594</u>

Vendor Contract Administrator:

Chris Carson, Account Manager:

Telephone No.: (517) 321-8035

Fax No. (517) 321-1677

Cell No. (517) 980-2209

The rental rate is based upon a 30 day cycle per month.

The cylinder rental rate is only applicable to installations where cylinders are the property of the contractor.



AIRGAS LOCATIONS SERVING THE STATE OF MICHIGAN

REGION	ATTENTION	ADDRESS	CITY	STATE	ZIP CODE	PHONE NUMBER
Airgas Great Lakes	CHRIS COOTS	939 E Beecher	Adrian	MI	49221	(517)263-0686
Airgas Great Lakes	MIKE CLARK	420 Bridge Street	Alma	MI	48801	(989)463-1910
Airgas Great Lakes	PATRICK CASSIDY	784 State Circle	Ann Arbor	MI	49203	(734) 668-9859
Airgas Great Lakes	JOHN ROUSCHER	2475 West Dickman	Battlecreek	MI	48708-6476	(269)963-9134
Airgas Great Lakes	TOM REZLER	311 Columbus Ave.	Bay City	MI	48708-6476	(989)894-0141
Airgas Great Lakes	TOM KREBS	1579 Filmore St.	Cadillac	MI	49601	(800)607-6427
Airgas Great Lakes	SCOTT MILLER	G-5075 North Dort Highway	Flint	MI	48505-1826	(810)785-7877
Airgas Great Lakes	DAVE SMITH	2828 28th Street, SW	Grandville	MI	49418-1106	(616)257-3381
Airgas Great Lakes	JIM FARMER	1411 E. Michigan Ave	Jackson	MI	49202	(517) 784-8177
Airgas Great Lakes	BRETT MORAN	5018 Empire Way	Lansing	MI	48917	(517)646-7645
Airgas Great Lakes	BRETT MORAN	2140 Mint Rd	Lansing	MI	48906	(517) 321-8035
Airgas Great Lakes	DEBBIE POPE	722 Imlay City Road	Lapeer	MI	48446	(810)667-3777
Airgas Great Lakes	BOB ORLOWSKI	1604 East 14 Mile Rd	Madison Heights	MI	48071	(248)585-0480
Airgas Great Lakes	DAVE SUTTER	2511 S. Saginaw Road	Midland	MI	48640-5688	(989)496-9166
Airgas Great Lakes	PAT RAYMOND	905 North Dixie Hwy	Monroe	MI	48161-2539	(800)358-2158
Airgas Great Lakes	CRAIG BERGMAN	1925 North Packard	Mount Pleasant	MI	48858	(800)945-6247
Airgas Great Lakes	SCOTT HAMLIN	2210 East Mitchell	Petoskey	MI	49770-8904	(800)351-6247
Airgas Great Lakes	ANTONIO MITCHELL	110 W. Ann Arbor Trail	Plymouth	MI	48170	(734) 455-2550
Airgas Great Lakes	RUSS GEORGE	1923 E. Auburn Rd.	Rochester Hills	MI	48307	(248)852-4849
Airgas Great Lakes	TODD GAGNE	30903 Groesbeck Hwy	Roseville	MI	48066	(586)777-7995
Airgas Great Lakes	MIKE SHORKEY	5645 Bay Rd.	Saginaw	MI	48604-2509	(800)370-6247
Airgas Great Lakes	RALPH MILLER	506 W. Spruce St.	Sault St. Marie	MI	49783	(906)632-9906
Airgas Great Lakes	DOUG YOSCOLT	2370 South Airport Rd.	Traverse City	MI	49684-4745	(800)947-6247
Airgas Great Lakes	BOB KELTING	38098 VanBorn	Wayne	MI	48184-1577	(800)900-6247
Airgas Great Lakes	MARK KELLY	510 Eleventh Avenue	Alpena	MI	49707	(989)354-2183
Airgas Great Lakes	BECKY ROWBOTHAM	14260 Stover Road	Charlevoix	MI	49720	(231)547-9951
Airgas Great Lakes	DAVE SMITH	1886 Engle Dr.	Gaylord	MI	49735	new location 4/07
Airgas Great Lakes	THOMAS TREEFULL	1923 E. Auburn Rd.	Rochester Hills	MI	48307	(248)852-4849
Airgas Great Lakes	DENNIS BLOOM	2009 Bellaire	Royal Oak	MI	48067	(248)399-8020
Airgas Great Lakes	MIKE CHERRY	20137 Sherwood Ave.	Detroit	MI	48234	(313)893-7735
Airgas North Central	WAYNE KLOPOTEK	110 Meeske Avenue	Marquette	MI	49855	(906)228-6615
Airgas North Central	BOB MILLER	906 North Lincoln Road	Escanaba	MI	49829	(906)786-5884
Airgas North Central	BOB MILLER	111 Traders Mine Rd.	Iron Mountain	MI	49801	(906)774-5411
Airgas North Central	RALPH MILLER	506 West Spruce St.	Sault Ste. Marie	MI	49783-1528	(906)632-9906

